

**THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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DISH NETWORK L.L.C., ECHOSTAR	:
TECHNOLOGIES L.L.C. AND	:
NAGRASTAR LLC	:
	: CIVIL ACTION NO. CV-11-5129 (ADS)
Plaintiffs,	:
	:
-against-	:
	:
WORLD CABLE INC., d/b/a	:
www.worldcable.tv ,	:
PREMIUM HOSTING.NET INC.	:
STATEWIDE MANAGEMENT	:
HOLDING, INC, SAJID SOHAIL,	:
YASMINE MALIK, SHAHID RASUL A/K/A	:
“BOB RASUL” and JOHN and	:
JANE DOES 1- 5	:
Defendants	:
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**PLAINTIFFS’ MOTION FOR A FINDING AS TO THE NON-APPLICABILITY OF
PROVISIONS OF LOCAL RULE 55.1, LOCAL RULE 55.2 AND INDIVIDUAL RULE VI
OR, ALTERNATIVELY, THE ISSUANCE OF A CERTIFICATE OF DEFAULT**

Now come the Plaintiffs, DISH Network L.L.C, EchoStar Technologies L.L.C. and NagraStar LLC (“Plaintiffs”). The Plaintiffs intend to move for default judgment against all of the Defendants in this action *except* World Cable Inc. (see below) pursuant to the specific, explicit provisions of this Court’s Consent Decree Order of July 24, 2013 ("Consent Decree") based upon their failure to make timely payments to the Plaintiffs pursuant to the terms of the Consent Decree. The Court’s electronic filing system will apparently not allow for the filing of a "Motion for Default Judgment" without their first being filed a certificate of default pursuant to Local Rules 55.1. Therefore, Plaintiffs now move this Court for:

1. A finding that Local Rule 55.1, and Local Rule 55.2 and Individual Rule VI , or at least certain pertinent portions thereof, are inapplicable with reference to the Plaintiffs' imminent motion for default judgment; or, in the alternative,
2. The issuance of a certificate of default pursuant to Local Rules 55.1 to enable the Plaintiffs to move forward with the Plaintiffs' imminent motion for default judgment.

The Court should take note that the Plaintiffs are taking no action against the Defendant World Cable Inc. ("World Cable"). World Cable sought bankruptcy protection through Chapter 11 bankruptcy proceedings in the United States Bankruptcy Court for the Southern District of New York, *In re: World Cable Inc.*, Case No. 14-103795 (MG) and on March 10, 2015 the Bankruptcy Court confirmed Amended Joint Chapter 11 Plan which did not provide for payment to the Plaintiffs. Accordingly, the Plaintiffs are not moving for Default Judgment against World Cable as their claims against *World Cable* are admittedly stayed pursuant to 11 U.S.C. § 362, the stay does not extend to or prevent prosecution of the Plaintiff's claims against the defendants Sajid Sohail and Shahid Rasul and other non-debtor defendants in the this Civil Action (see Plaintiffs' Memorandum in support of this Motion). Additionally, the Plaintiffs contend that World Cable is still bound by the terms of this Court's Consent Decree, including the injunction set forth therein, which gives rise to the motion for default judgment against the other Defendants in this action.

As grounds for this motion the Plaintiffs submit that:

1. The Consent Decree explicitly provided for payments to be made by the Defendants to the Plaintiffs and that if there was a default in the payments the Plaintiffs have the right to pursue a default judgment. This "default judgment" is based upon the Defendants' default with reference to the terms of this Court's specific order, the Consent Decree. Therefore, the Plaintiffs are not obligated to

proceed in accordance with Federal Rules of Civil Procedure Rule 55 and with the related provisions of Local Rules 55.1 and 55.2 and this Court's Individual Rule VI.

2. The Consent Decree, with the provision allowing for the Default Judgment, was based upon the full agreement and stipulation of the Parties in this civil action. While the Defendants may have rights to defend against the substantive elements of the Plaintiffs' motion for default judgment (how much was paid) the Defendants have waived any claim pertaining to the Plaintiffs utilizing the default judgment motion as the procedural remedy to make a claim with reference to the default in payment.
3. At the time of the Consent Decree the Defendants had not responded to the Plaintiffs' Second Amended Complaint. Instead, they stipulated to the Consent decree under which they agreed to undertake certain particular obligations with reference to this civil action. The Plaintiffs contend that the Defendants failed in their obligations pursuant to the Consent Decree. Therefore, the Defendants' failure to abide by their obligations under the Consent Decree could be possibly be considered a failure to "otherwise defend" against the Plaintiffs' claims subjecting the Defendants to "Default" pursuant to Federal Rules of Civil Procedure Rule 55. The Plaintiffs could then comply with the related provisions Local Rules 55.1 and 55.2 and this Court's Individual Rule VI.

In further support of this motion please see:

1. The Memorandum in support of this Motion;
2. The Declaration of John M. McLaughlin in support of this Motion; and
3. Proposed orders pertaining to this Motion.

Wherefore Plaintiffs move that they be granted leave to proceed with their motion for default judgment without having to abide by pertinent provisions of Local Rule 55.1 and Local Rule 55.2 (b)(2) and Individual Rule VI. Or, alternatively issue a certificate of default as to all of the defendants except World Cable.

Respectfully submitted by the Plaintiffs through their Counsel

5/31/2016

/s/ John M. McLaughlin
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CERTIFICATE OF SERVICE

I, James S. Nowak, attorney for the Plaintiffs, hereby certify that on the 31st day of May 2016, a copy of the foregoing motion, affidavit, and proposed order were sent by way of e-mail to:

Daniel J. Lefkowitz,
Counsel for Defendants
Daniel.lefkowitz@djlpc.com

/s/ James S. Nowak
James S. Nowak